APPENDIX A

Executive Order No. 10891 (November 1, 1960) and Memorandum of Agreement Dated October 17, 1960

EXECUTIVE ORDER 10891

ESTABLISHING A COMMISSION TO INQUIRE INTO A CONTROVERSY BETWEEN CERTAIN CARRIERS AND CERTAIN OF THEIR EMPLOYEES

By virtue of the authority vested in me by Title I of the General Government Matters Appropriation Act, 1961 (74 Stat. 473, 475), and as President of the United States, it is ordered as follows:

Section 1. There is hereby established a Presidential commission to consider a controversy between and involving certain proposals of, the carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors and Brakemen, the Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America. The commission shall consist of fifteen members to be designated by the President as follows: five members from among persons nominated by the carriers, five members from among persons nominated by the employees, and the chairman of the commission and four other members without nominations.

Sec. 2. The commission is authorized and directed to investigate and to inquire into the issues raised by the proposals of the parties involved in the above-mentioned controversy with the objective of making a report to the President, including its findings and recommendations with respect to the controversy, and assisting in achieving an amicable settlement and agreement with respect to issues in dispute between the parties. In connection with its inquiry, the commission is authorized to hold such public hearings and to hear such witnesses as it may deem appropriate. It shall provide a full and fair hearing to the said parties and shall otherwise endeavor to conform its proceedings and activities to the understanding upon the basis of which the controversy is submitted to the commission by the parties thereto.

Sec. 3. All executive departments and agencies of the Federal Government are authorized and directed to cooperate with the commission in its work and to furnish the commission with such information and assistance, not inconsistent with law, as it may require in the performance of its duties.

Sec. 4. The controversy referred to in sections 1 and 2 of this order is hereby found to constitute an emergency affecting the national interest within the meaning of the provisions appearing under the heading "Emergency Fund for the President-National Defense" in Title I of the General Government Matters Appropriation Act, 1961 (Public Law 86-642), approved July 12, 1960. During the fiscal year 1961 the expenditures of the commission may be paid out of an allotment made by the President from the appropriation made under the aforesaid heading "Emergency Fund for the President-National Defense"; and during the fiscal year 1962, to the extent permitted by law, such expenditures may be similarly paid from any corresponding or like appropriation made available for the fiscal year 1962. Such payments may be made without regard to the provisions of (a) section 3681 of the Revised Statutes (31 U.S.C. 672), (b) section

9 of the act of March 4, 1909, 35 Stat. 1027 (31 U.S.C. 673), and (c) such other provisions of law as the President may hereafter specify. The members of the commission shall receive such expense allowances as the President shall hereafter fix. The chairman of the commission and those other members of the commission who are designated by the President under section 1 hereof without nominations shall receive such compensation as the President shall hereafter specify.

Sec. 5. The commission shall endeavor to make a final written report of its findings and recommendations not later than December 1, 1961. The commission shall cease to exist thirty days after the rendition of its final report to the President.

Sec. 6. The provisions of this order shall become effective on January 1, 1961, except that on any earlier date or dates (a) nominations may be presented to the President under the provisions of section 1 of this order, (b) persons may be designated as members of the commission under the provisions of section 1 hereof, such designations to become effective on January 1, 1961, and (c) funds may be allotted under the provisions of section 4 hereof, such funds to become available for expenditure on January 1, 1961.

DWIGHT D. EISENHOWER

The WHITE HOUSE
November 1, 1960.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 17th day of October, 1960, between the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, listed in Exhibits A, B and C, attached hereto [see Appendix C or Carriers' Exhibit No. 1] and made a part hereof (hereinafter referred to as party of the first part), and the employees shown and described in said exhibits [see Carriers' Exhibit No. 1] as being represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors and Brakemen, the Brotherhood of Railroad Trainmen and the Switchmen's Union of North America, through their Conference Committees (hereinafter referred to as party of the second part).

WITNESSETH:

The parties hereto mutually agree and stipulate as follows:

1. The carriers above referred to are carriers as defined in the Railway Labor Act; the employees above referred to are employees, as defined in such Act, of such carriers; and the above representatives are the duly accredited representatives of such carriers and employees, respectively.

2. The controversy between the parties hereto involves the proposals of the carriers dated November 2, 1959, copies of which are affixed hereto and marked Attachments D, E, and F, [see Appendix B] and the proposal of the employees dated September 7, 1960, a copy of which is affixed hereto and marked Attachment G, including any implementing proposal or proposals that may be submitted to the Commission herein agreed to [see Appendix B], by either of the parties that come within the ambit of such proposals dated November 2, 1959, and September 7, 1960 and the scope of collective bargaining required under the provisions of the Railway Labor Act. This controversy, with the consent and approval of the President of the United States, is hereby submitted to a Commission which shall proceed in general conformity with the recommendations of Emergency Board No. 109, investigate the facts, and report its findings and recommendations to the President. The report of Emergency Board No. 109 shall have no binding effect upon the Commission in making its findings and recommendations. The Commission may recommend that any proposal or implementing proposal or any part of any such proposal should be rejected in whole or in part or accepted in whole or in part, or should be accepted as amended or revised by the Commission, as it finds under the evidence to be justified.

3. The Commission shall consist of fifteen members designated by the President. Five members of the Commission shall be designated from among persons nominated by the party of the first part, five from among persons nominated by the party of the second part, and five, including the chairman of the Commission, shall be designated without nominations from the parties to this agreement. Members nominated by the parties may be required to serve without public compensation. Any vacancy on the Commission, resulting from resignation, inability to serve or otherwise, shall be filed in the manner in which the original incumbent was selected.

4. The Commission shall organize and, subject to the provisions of this Agreement, make all necessary rules for conducting its investigation. It shall give the parties a full and fair hearing. The parties, on their part, agree to give the Commission their full cooperation. The Commission shall also be authorized to use its best efforts, by mediation, to bring about an amicable settlement and agreement between the parties with respect to any issue concerning which the evidence has been heard.

5. It is the intent of the parties that the proceedings of the Commission, including its mediatory efforts and its report shall be considered and accepted as in lieu of the mediation and emergency board procedures provided by Sections 5 and 10 of the Railway Labor Act.

National conferences between the parties under the Railway Labor Act shall be resumed and expedited, provided no settlement is sooner reached, immediately following the report of the Commission.

In the event the National Mediation Board shall proffer its services, or the Board's services be invoked, the parties will jointly request the Board to expedite mediation and as promptly as feasible terminate the Board's services under the Act.

6. The Commission shall commence its proceedings between January the first and January the fifteenth, 1961 at a time and place to be designated by the chairman. The Commission shall make and file its report with the President of the United States, including its findings and recommendations with respect to the controversy described in Paragraph 2 hereof, on or before December first, 1961, except that at the request of the majority of the Commission the parties signatory hereto agree that a reasonable extension of time will be granted not to exceed ninety days.

7. The Commission should be provided with an appropriate staff and should receive from all executive departments and agencies of the Federal Government, and particularly from the United States Department of Labor, such cooperation, information, and assistance, not inconsistent with law, as it may require in the performance of its duties.

8. The Commission shall furnish certified copies of its report, including its findings and recommendations, to the parties, and shall transmit the originals, together with the papers and proceedings and a transcript of the evidence taken at the hearings, certified under the hands of at least a majority of the Commissioners, to the President. The Commission shall also furnish a certified copy of its report, and the papers and proceedings, including testimony relating thereto, to the National Mediation Board, to be filed in its office.

9. Each member of the Commission nominated by the parties shall be compensated by the party nominating him.

10. The terms and provisions of this Agreement may be revised and amended by stipulation of the parties subject to the approval of a majority of the Commissioners.

11. Nothing contained in this Agreement and none of the proceedings had pursuant to this Agreement shall be construed as a waiver of any legal right or rights of the parties hereto.

Signed on behalf of the party of the first part by the Chairmen of the Eastern, Western and Southeastern Carriers' Conference Committees and on behalf of the party of the second part by the Chief Executive Officers of the participating Railway Labor Organizations, this day and year as above written.

For the participating carriers listed in Exhibits A, B and C:

By /s/ GUY W. KNIGHT,
Chairman, Eastern Carriers' Conference Committee.

By /s/ T. SHORT,
Chairman, Western Carriers' Conference Committee.

By /s/ B. B. BRYANT,
Chairman, Southeastern Carriers' Conference Committee.

For the employees:

By /s/ R. E. DAVIDSON,
Grand Chief Engineer, Brotherhood of Locomotive Engineers.

By /s/ H. E. GILBERT,
President, Brotherhood of Locomotive Firemen and Enginemen.

By /s/ J. A. PADDOCK,
President, Order of Railway Conductors and Brakemen.

By /s/ W. P. KENNEDY,
President, Brotherhood of Railroad Trainmen.

By /s/ NEIL P. SPEIRS,
President, Switchmen's Union of North America.

APPROVED:

By /s/ JAMES P. MITCHELL,
Secretary of Labor.

APPENDIX B

Proposals of the Parties

PROPOSALS OF THE CARRIERS

USE OF FIREMEN (HELPERS) ON OTHER THAN STEAM POWER[1]

A. Eliminate all agreements, rules, regulations, interpretations and practices, however established, applicable to any class or grade of train, engine or yard service employees, which require the employment or use of firemen (helpers) on other than steam power in any class of freight service (including all mixed, miscellaneous and unclassified services) or in any class of yard service (including all transfer, belt line and miscellaneous services to which mileage rates do not apply).

B. Establish a rule to provide that:

1. Management shall have the unrestricted right, under all circumstances, to determine when and if a fireman (helper) shall be used on other than steam power in all classes of freight service (including all mixed, miscellaneous and unclassified services) and in all classes of yard service (including all transfer, belt line and miscellaneous services to which mileage rates do not apply).

2. All agreements, rules, regulations, interpretations and practices, however established, which conflict with the provisions of paragraph 1 of this rule shall be eliminated.

BASIS OF PAY AND ASSIGNMENT OF EMPLOYEES[2]

Basis of Pay

A. Except as hereinafter provided, eliminate all agreements, rules, regulations, interpretations and practices, however established, applicable to any class or grade of train, engine, yard or hostling service employees, which:

(i) provide for rates or bases of pay, daily earnings minima, minimum daily earnings or daily, weekly or monthly earnings guarantees,

(ii) provide for arbitrary payments, or special or constructive allowances, which conflict with the payment of single time in miles or hours from the time called to report for duty until released from duty, or

(iii) impose restrictions on weekly, monthly or annual earnings through the limitation of miles run or paid for, hours worked or paid for or compensation received.

B. Establish a rule to provide that:

1. Train and engine service employees used in road service, including all miscellaneous and unclassified services, shall be paid single time in miles or hours, whichever is greater, from the time called to report for duty until released from duty at the end of the trip or tour of duty, as follows:

(a) All road miles actually run during each trip or tour of duty shall be paid for at the rates provided in paragraph 3 of this rule; or

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[1] Attachment D to the Agreement of October 17, 1960.
[2] Attachment E to the Agreement of October 17, 1960.

(b) All time on duty shall be paid for on a minute basis at the straight time hourly rates provided by paragraph 3 of this rule, except that (i) In freight service overtime shall be paid for at 1½ times such straight time hourly rates. In assigned local freight service overtime shall begin when the time on duty exceeds the miles run divided by 12½, and in all other classes of freight service (including miscellaneous and unclassified services) overtime shall begin when the time on duty exceeds the miles run divided by 20; but in any case overtime shall not accrue until the expiration of 8 hours from time of first reporting for duty; and (ii) On short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, time shall be paid on the minute basis at straight time hourly rates for all time actually on duty, or held for duty, in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 9 consecutive hours; and also for all time in excess of 9 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. For calculating time paid for as provided herein, the Management may designate the initial trip.

2. Train and engine service employees used in yard service, including transfer, belt line, hostling and all miscellaneous services to which mileage rates do not apply, shall be paid single time, from the time called to report for duty until released from duty, at the straight time rates provided in paragraph 3 of this rule; except that under circumstances where existing rules provide for the payment of overtime at 1½ times the hourly rate, such payments shall be continued at 1½ times the hourly rates provided in paragraph 3.

3. Mileage and straight time hourly rates of pay shall be as follows:

Note: The mileage and straight time hourly rates to be provided in this paragraph 3 shall be determined by multiplying standard mileage and pro-rata hourly rates currently paid under existing agreements immediately prior to the effective date of this proposed rule by the conversion factors set forth in the following table. For classes and grades of service where rates of pay are graduated, the rate paid in the weight on drivers or car scale rate bracket specified in Column (2) of the table shall be used in computing the new single rates.

Grade of service	*Identification of the current graduated rate, if rates are graduated, to be used in calculating the new single rates—weight on drivers or car scale rate bracket*	*Conversion Factor*	
		Rate per mile	*Rate per hour*
(1)	(2)	(3)	(4)
Passenger Service Other Than Short Turnaround			
Engineers and motormen	450,000 to 499,999 lbs.	.625	1.6
Fireman and helpers	Less than 80,000 lbs.	.625	1.6
Conductors		.667	1.067
Assistant conductors and ticket collectors		.667	1.067
Baggagemen	Minimum rate	.667	1.067
Brakemen and flagmen		.667	1.067
Short Turnaround Passenger Service			
Engineers and motormen	170,000 to 199,999 lbs.	.6416	1.0
Firemen and helpers	Less than 80,000 lbs.	.625	1.0
Conductors		.667	1.0
Assistant conductors and ticket collectors		.667	1.0
Baggagemen	Minimum rate	.667	1.0
Brakemen and flagmen		.667	1.0

Grade of service	Identification of the current graduated rate, if rates are graduated, to be used in calculating the new single rates—weight on drivers or car scale rate bracket	Conversion Factor	
		Rate per mile	Rate per hour
(1)	(2)	(3)	(4)
Assigned Local Freight Service			
Engineers and motormen	250,000 to 299,999 lbs	1.0	1.0
Firemen and helpers	Less than 140,000 lbs	1.0	1.0
Conductors	Less than 81 cars	1.0	1.0
Brakemen and flagmen	Less than 81 cars	1.0	1.0
Through Freight Service			
Engineers and motormen	750,000 to 799,999 lbs	.625	1.0
Firemen and helpers	Less than 140,000 lbs	.625	1.0
Conductors	106 to 125 cars	.625	1.0
Brakemen and flagmen	106 to 125 cars	.625	1.0

Note: Under circumstances where existing rules provide for conversion from through to local freight rates, the following amounts shall be added to the above mileage and hourly rates:

(a) Engineers, motormen and conductors—0.35¢ to the mileage rates and 7.00¢ to the hourly rates.
(b) Firemen and helpers—0.25¢ to the mileage rate and 5.00¢ to the hourly rate.
(c) Brakemen and flagmen—0.263750¢ to the mileage rate and 5.375¢ to the hourly rate.

Grade of service	Identification of the current graduated rate, if rates are graduated, to be used in calculating the new single rates—weight on drivers or car scale rate bracket	Conversion Factor	
		Rate per mile	Rate per hour
(1)	(2)	(3)	(4)
Other Freight Service (Including All Miscellaneous and Unclassified Services)			
Engineers and motormen	250,000 to 299,999 lbs	0.625	1.0
Firemen and helpers	Less than 140,000 lbs	.625	1.0
Conductors	Less than 81 cars	.625	1.0
Brakemen and flagmen	Less than 81 cars	.625	1.0

Note: The conversion factor shall be applied to the standard through freight rate paid in the bracket specified.

Grade of service	Identification of the current graduated rate, if rates are graduated, to be used in calculating the new single rates—weight on drivers or car scale rate bracket	Conversion Factor	
		Rate per mile	Rate per hour
(1)	(2)	(3)	(4)
Yard, Transfer, Belt Line And All Miscellaneous Services To Which Mileage Rates Do Not Apply			
Engineers and motormen	200,000 to 249,999 lbs	--------	1.0
Firemen and helpers	Less than 140,000 lbs	--------	1.0
Conductors and foremen	----------	--------	1.0
Brakemen and helpers	----------	--------	1.0
Switchtenders	----------	--------	1.0
Outside hostlers	----------	--------	1.0
Inside hostlers	----------	--------	1.0
Outside hostler helpers	----------	--------	1.0
Car retarder operators	----------	--------	1.0

Note: Where the five-day work week is in effect, the factors set forth above shall be applied to currently applicable five-day work week rates. Where the five-day work week is not in effect, such factors shall be applied to currently applicable (or basic) rates covering other than five-day work week service. Where existing rules provide for paid holidays, 4.0¢ per hour shall be deducted from the rates derived by such application of the foregoing factors.

4. Minimum earnings from all sources for each tour of duty, from the time called to report for duty until finally released, including aggregate service for which payment is made on a continuous time basis, shall not be less than pay for 5 hours at straight time rates in passenger engine service (other than short turnaround); 7½ hours at straight time rates in passenger train service (other than short turnaround), and 8 hours at straight time rates in short turnaround passenger engine and train service, and in all classes of freight and yard engine and train service, including miscellaneous and unclassified services.

5. Compensation for time held at away from home terminal, deadheading, attending court and attending investigations shall be paid under exist-

ing rules (if any) at the rates provided in paragraph 3 of this rule or at a fractional part thereof as may in each case be provided by existing rules.

6. All agreements, rules, regulations, interpretations and practices, however established, which conflict with the foregoing provisions of this rule shall be eliminated; and no employee paid pursuant to the provisions of this rule shall receive any other or additional compensation for any service performed during his tour of duty; provided, that existing rules and practices considered by the carrier to be more favorable are preserved.

Road Train and Engine Service Assignments

A. Except as hereinafter provided, eliminate all agreements, rules, regulations, interpretations and practices, however established, applicable to any class or grade of road train or engine service employees, which:

(i) prohibit or impose restrictions on the right of the carrier to establish, move, consolidate or abolish crew terminals, or merge or consolidate seniority districts;

(ii) prohibit or impose restrictions on the establishment or operation of interdivisional, interseniority district, intradivisional or intraseniority district runs;

(iii) prohibit or provide penalties for running crews through established crew terminals; or

(iv) provide for automatic release of crews upon arrival at terminals or end of run, or when off of assigned territory.

B. Establish a rule to provide that

1. The carrier shall have the right to establish, move, consolidate and abolish crew terminals, to merge and consolidate seniority districts and to establish interdivisional, interseniority district, intradivisional and intraseniority district runs in assigned and unassigned service with the right to operate any such run, whether assigned or unassigned (including extra service), on either a one way or turnaround (including short turnaround) basis and through established crew terminals. The right to operate such runs as may be established under the provisions of this rule will be free of the imposition of any restrictions as to class of traffic which may be handled or as to the origin or destination of any empty or loaded cars moving on such runs; and such service shall be paid for at the rates provided in paragraph 3 of the Basis of Pay Rule.

2. No rule, regulation, interpretation or practice, however established, shall be construed to in any way prohibit, restrict or limit the provisions of paragraph 1 of this rule except as provided in sub-paragraphs (a) and (b) of this paragraph 2.

(a) The carrier shall distribute the mileage ratably as between employees from the seniority districts affected.

(b) Before a run is established under the provisions of this rule which the carrier does not now have the right to establish without agreement with its employees, and which involves both the establishment of a new home terminal for the class of service involved and operation through an established crew terminal or terminals for such class of service, the carrier shall give notice to the general chairman of its intention to establish such run and the carrier and the general chairman shall endeavor to agree within 30 days upon such other conditions not inconsistent or in conflict with the provisions of paragraph

1 of this rule upon which such proposed run shall be established. In the event the carrier and the general chairman cannot so agree on the matter within 30 days, then the dispute will be submitted to arbitration in accordance with the procedure provided for in Sections 7 and 8 of the Railway Labor Act, as amended, with the limited authority to decide what conditions shall be met under this sub-paragraph (b) by the carrier, if and when such run is established.

8. All agreements, rules, regulations, interpretations and practices, however established, which conflict with the above shall be eliminated, except that existing rules and practices considered by the carrier to be more favorable are preserved.

Combination of Road and Yard Service

A. Except as hereinafter provided, eliminate all agreements, rules, regulations, interpretations and practices, however established, applicable to any class or grade of train, engine, yard or hostling service employees, which

(i) prohibit or impose restrictions upon the use of passenger crews to perform switching or station work in connection with the cars of their own trains, or to handle the light engine or engines of their own trains,

(ii) prohibit or impose restrictions upon the use of road crews in other than passenger service to perform any and all switching and station work, whether or not such switching or station work is in connection with the cars of their own trains, or to handle the light engine or engines of their own trains,

(iii) prohibit or impose restrictions upon the use of yard crews to perform road work, or to perform service outside of switching limits.

(iv) provide for arbitrary payments, special or constructive allowances or penalty payments to any employee, or class or grade of employees, when road or yard crews perform any of the work described above, or

(v) prohibit or impose restrictions on the right of management to designate or change switching limits or to establish or abolish yard or hostling service or yard or hostling service assignments.

B. Establish a rule to provide that:

1. Passenger crews will perform any and all switching and station work in connection with the cars of their own trains as may be required of them at their initial and final terminals and at all intermediate points, including the clearing of any track or tracks and the shoving and coupling of cars on any track for the purpose of handling the cars of their own trains, and the handling of the light engine or engines of their own trains; and in the performance of such work will handle cars of other than their own trains as may be required, including the respotting of displaced cars. Road crews in other than passenger service will perform any and all switching and station work as may be required of them at their initial and final terminals and at all intermediate points, including the handling of the light engine or engines of their own trains, whether or not such switching and station work is in connection with cars of their own trains. When switching or station work is performed by road crews as provided herein, such work shall be paid for as a part of the road day or trip and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. The provisions of this paragraph 1 shall apply whether or not yard crews, yard men or hostlers are on duty when and where the work is performed.

2. Yard crews, where employed, may be required to perform both road and yard service; and where switching limits are established yard crews may be required to perform service outside of such switching limits. When service is performed by a yard crew as provided herein, such work shall be paid for as part of the yard day or tour of duty and additional compensation shall not be paid for such work under either road or yard rules or regulations. The provisions of this paragraph 2 shall apply whether or not road crews are available when and where the work is performed.

3. When road crews perform switching or station work or handle the light engine or engines of their trains as provided in paragraph 1 of this rule, neither yard crews, yard men nor hostlers shall be entitled to any penalty pay or other compensation; nor shall road crews be entitled to any penalty pay or other compensation when yard crews perform road work or perform service beyond switching limits as provided in paragraph 2.

4. Management shall have the exclusive right to designate and change switching limits, and to establish and abolish yard and hostling service and yard hostling service assignments.

5. All agreements, rules, regulations, interpretations and practices, however established, which conflict with the foregoing shall be eliminated, except that existing rules and practices considered by the carrier to be more favorable are preserved.

CONSIST OF CREWS*

Consist of Road and Yard Crews

A. Eliminate all agreements, rules, regulations and practices, however established, applicable to any class or grade of train, engine or yard service employees, which require the employment or use of

(i) a stipulated number of trainmen (assistant conductors, ticket collectors, baggagemen, brakemen or flagmen) or more than one conductor in any crew used in any class of road service, including all miscellaneous and unclassified services,

(ii) a stipulated number of brakemen or helpers or more than one conductor or foreman in any crew used in any class of yard, transfer or belt line service, including all miscellaneous services to which mileage rates do not apply, or

(iii) a conductor or trainman in connection with the movement of light engines or in pusher or helper service, or an engineer, conductor or trainman in pilot service.

B. Establish a rule to provide that

1. Management shall have the unrestricted right, under any and all circumstances, to determine when and if trainmen (assistant conductors, ticket collectors, baggagemen, brakemen and flagmen) shall be used in each crew employed in all classes of road service, including all miscellaneous and unclassified services, and if used the number and classification of employees who will be so used; and when and if brakemen or helpers shall be used in each crew employed (including yardmen who work independent of a yard crew) in all classes of yard, transfer and belt line service, including all

* Attachment F to the Agreement of October 17, 1960.

miscellaneous services to which mileage rates do not apply, and if used, the number and classification of employees who will be so used.

2. Management shall also have the unrestricted right, under all circumstances, to determine when and if more than one conductor shall be used in any crew employed in any class of road service, including all miscellaneous and unclassified services; and when and if more than one conductor or foreman shall be used in any crew employed in any class of yard, transfer or belt line service, including all miscellaneous services to which mileage rates do not apply; and when and if a conductor, trainman or yardman will be used in connection with the movement of light engines and in helper and pusher service, and when and if an engineer, conductor, trainman or yardman will be used in pilot service.

3. All agreements, rules, regulations, interpretations and practices, however established, which conflict with the provisions of this rule shall be eliminated.

Manning Motor Cars and Self-Propelled Machines

A. Eliminate all agreements, rules, regulations, interpretations and practices, however established, which require the use of engine, train or yard service employees in any capacity on (or in connection with the operation or use of) any motor car or self-propelled roadway or shop equipment or machine used in maintenance, repair, construction or inspection work, whether operated on tracks or otherwise.

B. Establish a rule to provide that

1. Engine, train and yard service employees shall have no claim to man or to be called to work in any capacity on or in connection with the use or operation of inspection motor cars used by company officials, or motor cars operated with or without trailer cars and used by telegraph, telephone or company forces in the performance of maintenance, construction or inspection work, or self-propelled roadway or shop equipment or machines used in repair, construction or maintenance work, such as (this enumeration being by way of illustration and not by way of limitation) track motor cars operated with or without trailers, inspection motor cars, locomotive cranes, ditchers, clamshells, pile drivers, scarifiers, wrecking derricks, weed burners, rail detector cars, and all other self-propelled roadway and shop equipment and machines, whether operated on tracks or otherwise, or with or without cars.

2. Management shall have the unrestricted right, under all circumstances, to determine when and if engine, train and yard service employees shall be used on motor cars and self-propelled roadway and shop equipment and machines, as described in paragraph 1 of this rule; and to determine the number and classification of such employees when so used. If an engine, train or yard service employee is so used, he will be paid the rates and under the rules applicable to work train service; and in such case, each day such service is performed the time of the employee used shall be computed from the time he is required to report for duty until he is released from duty at the point where he is so relieved.

3. All agreements, rules, regulations, interpretations and practices, however established, which conflict with the provisions of this rule shall be eliminated.

PROPOSALS OF THE ORGANIZATIONS[1]

Notice of September 7, 1960

A. Negotiate agreements providing for the following:

1. Improvements in the existing wage structure including but not limited to provision for adequate compensation for night work and shift differentials, daily, weekly and monthly guarantees, payment for time held away from home and improved overtime rules.

2. Consist of crews including Engineers (Motormen), Firemen (Helpers), Conductors, Brakemen, Hostlers, Hostler Helpers, Yard Conductors (Foremen) and Yard Brakemen (Helpers), the adequacy of the number of men in the crew and their qualifications and training.

3. Financial and other protection of employees affected by mergers, consolidations, abandonments, technological changes in operations, or by changes in working conditions.

4. Stabilization of employment.

B. Establish a commission to function in general conformity with the recommendation of Emergency Board No. 109 to investigate and report respecting the changes requested above and your notices of November 2, 1959, with the view of assisting the parties to arrive at an agreement.

EMPLOYEE IMPLEMENTING PROPOSALS[2]

I. Work Day and Work Month

A. Through Freight Service—Engine and Train Service Employees

Establish or amend rules, regulations or agreements relating to hours of service and rates of pay to provide the following standards for the work day and work month with maintenance of basic take-home pay.

The percentage of increase in basic rates required to maintain basic take-home pay shall be applied to all wage rates, including those based on weight on drivers or cars hauled, except that mileage rates shall be maintained.

Basic Day—Basic Unit

Six (6) hours or less, one hundred (100) miles or less, shall constitute a basic day and basic unit of work. (This is intended to mean that six (6) hours shall constitute a basic day, one hundred (100) miles shall constitute a basic unit of work; provided that employees shall be paid not less than the applicable daily rate whenever assigned, called or used.)

Work Month

The work month shall consist of twenty-six (26) calendar days with four (4) days off at home terminal each thirty (30) days, off days to be assigned in assigned service and, where possible, in pool and unassigned service.

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[1] Attachment G to the Agreement of October 17, 1960.

[2] From Employees' Exhibit No. 1.

E. Straightaway Passenger Service—Engine and Train Service Employees

Establish or amend rules, regulations or agreements relating to hours of service and rates of pay to provide the following standards for the work day and work month with maintenance of basic take-home pay.

The percentage of increase in basic rates required to maintain basic take-home pay shall be applied to all wage rates, including those based on weight on drivers, except that mileage rates shall be maintained.

Basic Day—Basic Unit

(a) Engineers and Firemen:

Four (4) hours or less, one hundred (100) miles or less, shall constitute a basic day and basic unit of work. (This is intended to mean that four (4) hours shall constitute a basic day, one hundred (100) miles shall constitute a basic unit of work; provided that employees shall be paid not less than the applicable daily rate whenever assigned, called or used.)

(b) Conductors and Trainmen:

Six (6) hours or less, one hunderd and fifty (150) miles or less, shall constitute a basic day and basic unit of work. (This is intended to mean that six (6) hours shall constitute a basic day, one hundred and fifty (150) miles shall constitute a basic unit of work; provided that employees shall be paid not less than the applicable daily rate whenever assigned, called or used.)

Work Month

The work month shall consist of twenty-six (26) calendar days with four (4) days off at home terminal each thirty (30) days, off days to be assigned in assigned service and, where possible, in pool and unassigned service.

II. Work Day and Work Week

A. Short Turnaround Passenger Service

1. Train Service Employees

Establish or amend rules, regulations or agreements relating to hours of service and rates of pay to provide the following standards for the work day and work week with maintenance of basic take-home pay.

The percentage of increase in basic rates required to maintain basic take-home pay shall be applied to all wage rates, except that mileage rates shall be maintained.

Basic Day—Basic Unit

Seven (7) hours or less, one hundred and fifty (150) miles or less, shall constitute a basic day and basic unit of work. (This is intended to mean that seven (7) hours shall constitute a basic day, one hundred and fifty (150) miles shall constitute a basic unit of work; provided that employees shall be paid not less than the applicable daily rate whenever assigned, called or used.)

Work Week

The work week shall consist of five (5) consecutive work days with two (2) consecutive assigned days off at home terminal each seven (7) days.

Hours of service paid for at the time and one-half rate during any twenty-four (24) hour period or trip in the work week shall not be used in computing the work week.

The work week of any employee shall be considered as starting on the first day of any calendar week in which he renders service.

Note: Short turnaround passenger service for train service employees is service no single trip of which exceeds eighty (80) miles, including suburban and branch line service.

2. Engine Service Employees

Establish or amend rules, regulations or agreements relating to hours of service and rates of pay to provide the following standards for the work day and work week with maintenance of basic take-home pay.

The percentage of increase in basic rates required to maintain basic take-home pay shall be applied to all wage rates, including those based on weight on drivers, except that mileage rates shall be maintained.

Basic Day—Basic Unit

Seven (7) hours or less, one hundred (100) miles or less, shall constitute a basic day and basic unit of work. (This is intended to mean that seven (7) hours shall constitute a basic day, one hundred (100) miles shall constitute a basic unit of work; provided that employees shall be paid not less than the applicable daily rate whenever assigned, called or used.)

Work Week

The work week shall consist of five (5) consecutive work days with two (2) consecutive assigned days off at home terminal each seven (7) days.

Hours of service paid for at the time and one-half rate during any twenty-four (24) hour period or trip in the work week shall not be used in computing the work week.

The work week of any employee shall be considered as starting on the first day of any calendar week in which he renders service.

Note: Short turnaround passenger service for engine service employees is service no single trip of which exceeds eighty (80) miles, including suburban and branch line service.

B. All Other Classes of Road Service—Engine and Train Service Employees

Establish or amend rules, regulations or agreements relating to hours of service and rates of pay to provide the following standards for the work day and work week with maintenance of basic take-home pay.

The percentage of increase in basic rates required to maintain basic take-home pay shall be applied to all wage rates, including those based on weight on drivers or cars hauled, except that mileage rates shall be maintained.

Basic Day—Basic Unit

Seven (7) hours or less, one hundard (100) miles or less, shall constitute a basic day and basic unit of work. (This is intended to mean that seven (7) hours shall constitute a basic day, one hundard (100) miles shall constitute a basic unit of work; provided that employees shall be paid not less than the applicable daily rate whenever assigned, called or used.)

Work Week

The work week shall consist of five (5) consecutive work days with two (2) consecutive assigned days off at home terminal each seven (7) days.

Miles or hours of service paid for at the time and one-half rate during any twenty-four (24) hour period or trip in the work week shall not be used in computing the work week.

The work week of any employee shall be considered as starting on the first day of any calendar week in which he renders service.

C. Yard, Belt Line, Transfer and Hostler Service—Engine and Yard Service Employees

Establish or amend rules, regulations or agreements relating to hours of service and rates of pay to provide the following standards for the work day and work week with maintenance of basic take-home pay.

The percentage of increase in basic rates required to maintain basic take-home pay shall be applied to all wage rates, including those based on weight on drivers. Wage adjustments accompanying past reductions in the work week of yard employees shall be completely resurveyed to correct any remaining conversion inequities.

Basic Day

Seven (7) hours or less shall constitute a basic day. (This is intended to mean that employees shall be paid not less than the applicable daily rate whenever assigned, called or used.)

Work Week

The work week shall consist of five (5) consecutive work days with two (2) consecutive assigned days off each seven (7) days.

All time paid for at the time and one-half rate during any twenty-four (24) hour period in the work week shall not be used in computing the work week.

The work week of any employee shall be considered as starting on the first day on which he is assigned to render service after two (2) consecutive days off.

III. Overtime

A. Through Freight and Straightaway Passenger Service—Engine and Train Service Employees

Compensation at one and one-half times the applicable hourly or mileage rate shall be paid for miles run or time on duty, whichever is greater:

1. After the expiration of the hours constituting the basic day.
2. Outside the regular assignment, whether or not within the hours covered by the regular assignment.
3. On any off day.

Note: For the purpose of applying sub-paragraph 3 of this rule, the day on which a trip or tour of duty commences shall govern.

B. Short Turnaround Passenger Service—Engine and Train Service Employees

Compensation at one and one-half times the applicable hourly rate shall be paid for all time actually on duty, or held for duty:

1. In excess of seven (7) hours (computed on each run from time required to report for duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one (1) hour. This rule applies regardless of mileage made.
2. Outside the regular assignment, whether or not such service is performed within the hours covered by the regular assignment.
3. On the sixth (6th) or seventh (7th) day of any work week.

C. All Other Road Service—Engine and Train Service Employees

Compensation at one and one-half times the applicable hourly or mileage rate shall be paid for miles run or time on duty, whichever is greater:

1. After the expiration of the hours constituting the basic day.
2. On any second assignment, call, or unit of work beginning within the calendar day in which the first unit of work started, or within ten (10) hours of the conclusion of the first unit of work, if that unit overlaps a calendar day.
3. Outside the regular assignment, whether or not within the hours covered by the regular assignment.
4. On the sixth (6th) or seventh (7th) day of any work week.

D. Yard, Belt Line, Transfer and Hostler Service—Engine and Yard Service Employees

Compensation at one and one-half times the applicable hourly rate shall be paid for time on duty or held for duty:

1. After the expiration of the hours constituting the basic day.
2. On any assigned off (relief) day.
3. Outside the regular assignment, whether or not within the hours covered by the regular assignment.
4. To regular and extra employees working a second shift in a twenty-four (24) hour period.

IV. Guarantees

Apply to all regular and extra employees the following guarantees:

A. Engine Service Employees

Establish or amend rules, regulations or agreements to provide:

1. Through Freight and Straightaway Passenger Service

Engineers (motormen) and firemen (helpers) shall be guaranteed not less than the pay for twenty-six (26) basic days per month, exclusive of overtime and other compensation, at the average of graduated rates of pay applicable to the service in which engaged.

2. Short Turnaround Passenger Service

Engineers (motormen) and firemen (helpers) shall be guaranteed not less than the pay for five (5) basic days per week and twenty-two (22) basic days per month, exclusive of overtime and other compensation, at the average of graduated rates of pay applicable to the service in which engaged.

3. All Other Classes of Road Service

Engineers (motormen) and firemen (helpers), other than those set forth in sub-paragraphs 1 and 2, shall be guaranteed not less than the pay for five (5) basic days per week and twenty-two (22) basic days per month, exclusive of overtime and other compensation, at the average of graduated rates of pay applicable to the service in which engaged.

4. Yard, Belt Line, Transfer and Hostler Service

Engineers (motormen), firemen (helpers), hostlers and outside hostler helpers shall be guaranteed not less than the pay for five (5) basic days per week and

twenty-two (22) basic days per month, exclusive of overtime and other compensation, at the rate or average of graduated rates of pay applicable to the service in which engaged.

Note 1: An employee shall receive the prorata of the monthly guarantee, or guarantees, according to the class and grade of service in which engaged and work days he is available during the month in the application of the foregoing provisions.

Note 2: This shall not be construed as revising or abrogating daily, weekly or monthly guarantees which are considered by the employees to be more favorable on individual carriers.

B. Train and Yard Service Employees

Establish or amend rules, regulations or agreements to provide:

1. Through Freight and Straightaway Passenger Service:

All employees shall be guaranteed not less than the pay for twenty-six (26) basic days per month, exclusive of overtime and other compensation, at the rate or average of graduated rates of pay applicable to the service in which engaged.

2. Short Turnaround Passenger Service

Conductors and trainmen shall be guaranteed not less than the pay for five (5) basic days per week and twenty-two (22) basic days per month, exclusive of overtime and other compensation.

3. All Other Classes of Road Service

Employees other than those set forth in sub-paragraphs 1 and 2, shall be guaranteed not less than the pay for twenty-two (22) basic days per month, exclusive of overtime and other compensation, at the rate or average of graduated rates of pay applicable to the service in which engaged.

4. Yard, Belt Line and Transfer Service

All employees shall be guaranteed not less than the pay for five (5) basic days per week and twenty-two (22) basic days per month, exclusive of overtime and other compensation, at the rate of pay applicable to the service in which normally engaged.

Note 1: An employee shall receive the prorata of the monthly guarantee, or guarantees, according to the class and grade of service in which engaged and work days he is available during the month in the application of the foregoing provisions.

Note 2: This shall not be construed as revising or abrogating daily, weekly or monthly guarantees which are considered by the employees to be more favorable on individual carriers.

V. Split Trip Compensation

Establish rules to provide:

A. In short turnaround passenger service any assignment with an interval of release of more than one (1) hour shall be considered a split trip and shall be paid additional half time for all time in excess of a spread of ten (10) hours, computed from the time of first reporting for duty until time of final release, in addition to all straight time, overtime and other compensation otherwise provided.

B. In any other road service any assignment or combination of assignments having one or more intervals of release of less than ten (10) hours within or between such assignments shall be considered split trips. In addition to all other compensation, additional half time shall be paid on such split trips for all time in excess of ten (10) hours between the time of first reporting for duty and final release.

Note: This shall not be construed as revising or abrogating the provisions of automatic release rules, regulations or agreements, however established.

VI. Differential for Night Work

Establish rules to provide:

Employees in all classes of service shall be paid at ten percent (10%) of the applicable hourly rate (based on weight on drivers or cars hauled, where applicable) for all time on duty between the hours of 6:00 P.M. and 6:00 A.M., in addition to all other compensation.

Note: This shall not be construed as revising or abrogating the provisions of the starting time rules, regulations or agreements, however established.

VII. Arbitraries and Special Allowances

Revise rules, regulations and agreements establishing arbitraries and special allowances so that their equivalent shall be expressed in hours or minutes, which shall in the future be adjusted with basic hourly rates. Conversion from money or mileage to time equivalent shall be on an equitable basis but at not less than the relationship existing November 1, 1959.

VIII. Holidays With Pay

Establish or amend rules, regulations or agreements to provide that all employees shall be allowed holiday pay equivalent to one (1) basic day at the rate for the class of service in which last engaged for each of the following holidays:

New Year's Day	Memorial Day	Veterans' Day
Washington's Birthday	Independence Day	Thanksgiving
Good Friday	Labor Day	Christmas

Employees assigned, called or used on any such holiday shall be paid their holiday allowance as specified above and in addition thereto shall be paid at the rate of time and one-half for all services performed with a minimum of one and one-half times the rate for the basic day. Employees who have heretofore allocated part of their wage increases to be paid as though for holidays will have the amount thus allocated restored to their basic rates.

IX. Away-From-Home Terminal Expense

Establish or amend rules, regulations or agreements to provide that employees required to lay over at any point other than their home terminal shall be allowed for expenses incurred during such layover, one (1) hour's pay for layovers of four (4) hours or less; one (1) hour's pay for the next four (4) hours or less; and two (2) hours' pay for the next five (5) hours or less, such hourly pay to be computed at the rate of the last service performed. These payments to be cumulative, to be repeated for each twenty-four (24) hour period of any layover, and to be in addition to all other compensation.

X. Minimum Safe Crew Consist

Establish rules or agreements to provide:

A. Crews in all classes of road train service shall consist of not less than one (1) conductor and two (2) trainmen and such additional employees as are required to assure maximum safety.

B. Train and yard crews in yard, belt line and transfer service, shall consist of not less than one (1) conductor (foreman) and two (2) brakemen (helpers) and such additional employees as are required to assure maximum safety.

C. Crews in all classes of engine service shall consist of not less than one (1) engineer (motorman) and one (1) fireman (helper) and such additional employees as are required to assure maximum safety.

XI. Qualification and Training for Service-Engine Service Employees

Establish a uniform, progressive training program for locomotive helpers and apprentice engineers including training in the operation, maintenance and inspection (en route or in service) of all types of motive power and in safety of operations, jointly administered, as set forth in Appendix "A" [See Employees Exhibit No. 1].

Note: Progression under the training program shall be in the order set forth below:

1. Locomotive helper (trainee).
2. Locomotive helper.
3. Locomotive helper (apprentice engineer).
4. Locomotive engineer.

XII. Prohibition From Combining Services

Further combination of road and yard service shall be prohibited and nothing in these proposals shall be otherwise construed.

XIII. Implementations

Implementations of the foregoing rules in reference to exceptional situations, where necessary, may be made by agreement on individual properties.

XIV. Financial and Other Protection

The following provisions shall apply, in all instances in which the Washington Agreement of May, 1936, is not applicable, to all mergers, consolidations, unifications, or abandonments of facilities, or technological changes in operations, or changes in home terminals, home locations or other rearrangements or changes in operations or employee assignments, designed to or resulting in reduction of forces, displacement, loss of compensation or changed working conditions (hereinafter referred to as "effected change"), whether on any one carrier or more than one carrier.

A. The number of employees in the service of the carrier shall not be reduced below the number in compensated service during the month of June, 1960, after deducting the number who have been removed from the payrolls after the effective date of this agreement as a result of death, normal retirements, or voluntary resignation, but not more in any one year than five per centum (5%) of the number in compensated service during June, 1960.

B. 1. No employee shall be placed in a worse position with respect to compensation, rules, working conditions, or benefits than he occupied at the time of the effected change so long as he is unable in the normal exercise of his seniority rights under the existing collective bargaining agreement and under all related practices in effect to obtain a position producing compensation and related conditions and benefits equal to or exceeding those of the position held by him at the time of the effected change; provided, however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under said agreement, supplements and practices which carry rates of pay, compensation, conditions and benefits exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

2. The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a "displacement allowance" which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a "displaced employee.

3. Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee during the highest year out of the last five (5) years and his total time paid for during said year in which he performed service immediately preceding the date of his displacement (such year being hereinafter referred to as the "test period") and by dividing separately the total compensation and the total time paid for by twelve (12), thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, and he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.

4. The protection afforded herein shall only apply to displacements occurring within a period of five (5) years from the effective date of the effected change (referred to herein as the claim period); and the period during which this protection is to be given (referred to herein as the protective period) shall extend for a period of five (5) years from the date on which the employee is displaced.

C. 1. Any employee who is required to change the point of his employment and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, used in securing a place of residence in his new location.

2. The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is required to move his place of residence:

(a) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the carrier for any loss suffered in the sale of his home for less than its fair value

or original cost whichever is higher. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the effected change to be unaffected thereby. The carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party. If housing at the new location is more costly, fair value shall represent the cost of comparable housing at the new location.

(b) If the employee is under a contract to purchase his home, the carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

(c) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

Changes in place of residence subsequent to the initial change which grew out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

No claim for loss shall be paid under the provisions of this section which is not presented within five (5) years after the effective date of the employee's displacement.

Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conferences between the representatives of the employees and the carriers, and, in the event they are unable to agree, the dispute may be referred by either party to a board of three (3) competent real estate appraisers, selected in the following manner; one to be selected by the organization representing the employees and one by the carrier, respectively; these two (2) shall endeavor by agreement within ten (10) days after their appointment to select the third (3rd) appraiser; and in the event of failure to agree, then the Chairman of the National Mediation Board shall be requested to appoint the third (3rd) appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third (3rd) or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

D. No employee shall be deprived of benefits due him under any provisions of the existing collective bargaining agreement or of any related practices providing conditions or benefits, including (but not limited to) hospitalization and medical benefits, pensions, free transportation, etc., under the same conditions, for the same period, and to the same extent to which such benefits or conditions are available to employees who have not been affected by the effected change.

E. Appropriate provisions shall be made for the following:

1. Dispute Committee or other procedure for the handling of disputes, controversies or grievances arising under the foregoing.

2. Protection relating to disciplinary procedure and physical examination.

XV. Stabilization of Employment

Any employee who has had compensated service in eight (8) or more months in any calendar year, and compensated service on the same railway (or predecessor railway) in any five (5) of the preceding ten (10) years shall be guaranteed twelve (12) months' employment in the succeeding year, with payment in each month of that succeeding year of not less than the monthly guarantee applicable to the class of service in which the employee holds seniority; providing, that this guarantee shall not apply to employees who resign voluntarily.

Note: The term "predecessor" shall be understood to include any railway, facility, or operation which has become a part of a successor railway.

XVI. Savings Clause

A. Nothing herein shall eliminate or modify the provisions or bases for minimum separate or additional payment for required road or yard service such as, but not limited to, lap-back and side trips.

B. In lieu of any one or more component parts of the foregoing proposals, existing rules, regulations, agreements, practices, or interpretations considered more favorable by the employees' committee on each individual railroad are preserved.

APPENDIX C

List of Carriers Involved in the Proceedings

List of Carriers Involved in the Proceedings

EASTERN RAILROADS

Akron & Barberton Belt
Akron, Canton & Youngstown
Ann Arbor
Baltimore & Ohio
  B&O Chicago Terminal
  Staten Island Rapid Transit
  Strouds Creek & Muddlety
  Curtis Bay
Bangor & Aroostook
Bessemer & Lake Erie
Boston & Maine
Brooklyn Eastern District Terminal
Buffalo Creek
Bush Terminal
Canadian National
  Lines in New England
  United States & Canada
  Champlain & St. Lawrence
  St. Clair Tunnel Co.
Central RR of New Jersey
  New York & Long Branch
Central Vermont
Chicago Union Station
Cincinnati Union Terminal
Delaware & Hudson
Delaware, Lackawanna & Western
Detroit & Toledo Shore Line
Detroit Terminal
Detroit, Toledo & Ironton
Erie
Grand Trunk Western
Greenwich & Johnsonville
Hoboken Shore
Indianapolis Union
Lake Terminal
Lehigh & Hudson River
Lehigh & New England
Lehigh Valley
Long Island
Maine Central
  Portland Terminal
McKeesport Connecting
Monon
Monongahela
Montour
  Youngstown & Southern
Newburgh & South Shore
NEW YORK CENTRAL SYSTEM
  New York Central RR
  Eastern & New York Districts
  B&A Div of Eastern District
  Western District
  Northern District
  Southern District
  Pittsburgh & Lake Erie-
    Lake Erie & Eastern
  Chicago River & Indiana
  Indiana Harbor Belt
  Cleveland Union Terminals
New York, Chicago & St. Louis
New York Dock
New York, New Haven & Hartford
  Union Freight (Boston)
New York, Susquehanna & Western
Pennsylvania
  Baltimore & Eastern
Pennsylvania-Reading Seashore Lines
Pittsburgh & West Virginia
Pittsburgh, Chartiers & Youghiogheny
Reading
Rutland
Toledo Terminal
Upper Merion & Plymouth
Washington Terminal
Western Maryland
Youngstown & Northern

WESTERN RAILROADS

Alton and Southern RR.
Atchison, Topeka & Santa Fe Ry., The
Gulf, Colorado & Santa Fe Ry
Panhandle & Santa Fe Ry.
Bauxite & Northern Ry.
Belt Rwy. Co. of Chicago, The
Butte, Anaconda & Pacific Ry.
Camas Prairie RR.
Chicago & Eastern Ill. RR.
Chicago & Illinois
Midland Ry.
Chicago and North Western Ry., incl. former CStPM&O and L&M
Chicago & Western Indiana RR.
Chicago, Burlington & Quincy RR.
Chicago, Great Western Ry., incl. South St. Paul Terminal
Chicago, Milwaukee, St. Paul & Pacific RR.,—Lines East
Chicago, Milwaukee, St. Paul & Pacific RR.,—Lines West
Chicago, Rock Island & Pacific RR.
Chicago Short Line Ry.
Chicago, West Pullman & Southern RR.
Colorado and Southern Ry.
Davenport, Rock Island and North Western Ry.
Denver & Rio Grande Western RR., The
Des Moines Union Ry.
Duluth, Missabe & Iron Range Ry.
Duluth, South Shore & Atlantic RR.
Duluth Union Depot & Transfer Co.
Duluth, Winnipeg & Pacific Ry.
East St. Louis Junction Railroad
Elgin, Joliet and Eastern Railway
Ft. Worth and Denver Ry.
Joint Texas Div. of CRI&P RR and FtW&D Ry.
Galveston, Houston & Henderson RR.
Galveston Wharves
Great Northern Ry.
Green Bay & Western RR.
Kewaunee, Green Bay & Western RR.
Houston Belt & Term. Ry.
Illinois Central RR.
Illinois Northern Ry.
Illinois Terminal RR.
Kansas City Southern Ry., The
Arkansas Western Ry., The
Kansas City Terminal Ry.
Kansas, Oklahoma & Gulf Ry.
Midland Valley RR.
Oklahoma City-Ada-Atoka Ry.
King Street Passenger Station (Seattle)
Lake Superior & Ishpeming RR.
Lake Superior Terminal & Transfer Ry.
Longview, Portland & Northern Ry.
Los Angeles Junction Ry.
Louisiana & Arkansas Ry.
Manufacturers Railway
Minneapolis & St. Louis Ry., The
Minneapolis Ind. Rwy.
Railway Transfer Co. of the City of Minneapolis
Minneapolis, Northfield & Southern Ry.
Minneapolis, St. Paul and Sault Ste. Marie RR.
Minnesota Transfer Ry., The
Missouri-Kansas-Texas RR.
Missouri Pacific RR.
Missouri-Illinois RR.
New Orleans & Lower Coast Railroad
New Orleans Union Pass. Term.
Northern Pacific Ry.
Northern Pacific Term. Co. of Oregon
Northwestern Pacific RR.
Ogden Union Ry. and Depot Co., The
Oregon, California & Eastern Ry.
Pacific Coast RR.
Peoria and Pekin Union Ry.
Port Terminal Railroad Association
St. Joseph Terminal RR.
St. Louis-San Francisco Ry.
St. Louis, San Francisco and Texas Ry.
St. Louis Southwestern Ry.
St. Paul Union Depot Co., The
San Diego & Arizona Eastern Ry.
Sioux City Terminal Ry.
Southern Pacific Co. (Pacific Lines) excl. former El Paso & Southwestern System and Nogales, Arizona, Yard
Southern Pacific Co. (Pacific Lines) former El Paso & Southwestern System
Southern Pacific Co. (Pacific Lines) Nogales, Arizona, yard
Spokane International RR.

WESTERN RAILROADS—Continued

Spokane, Portland & Seattle Ry.
  Oregon Trunk Ry.
  Oregon Electric Ry.
Terminal Railroad Assn. of St. Louis
Texas and New Orleans RR.
Texas and Pacific Ry., The
  Abilene & Southern Ry.
  Ft. Worth Belt Ry.
  Texas-New Mexico Ry.
  Texas Short Line Ry.
  Weatherford, Mineral Wells & Northwestern Ry., The
Texas Mexican Ry., The
Texas-Pacific-Missouri Pacific Terminal RR. of New Orleans
Toledo Peoria & Western RR.
Union Pacific RR.
Union Ry. Co. (Memphis)
Union Terminal Co., The (Dallas)
Wabash RR. (Lines West)
Wabash RR. (Lines East)
Western Pacific RR., The
Wichita Terminal Association, The

SOUTHEASTERN RAILROADS

Atlantic Coast Line
Atlanta & West Point
  Western Railway of Alabama
Atlanta Joint Terminals
Birmingham Southern
Central of Georgia
Chesapeake & Ohio
Clinchfield
Florida East Coast
Fort Street Union Depot
Georgia
Gulf Mobile & Ohio
Jacksonville Terminal
Kentucky & Indiana Terminal
Louisville & Nashville
Memphis Union Station
Norfolk & Portsmouth Belt Line
Norfolk Southern
Norfolk & Western
Richmond Fredericksburg & Potomac
Savannah Union Station
Seaboard Air Line
Tennessee Central

APPENDIX D

List of Appearances and Statements

APPEARANCES ON BEHALF OF THE CARRIERS

BAUGMAN, George W.
Assistant to the President
Westinghouse Air Brake Co.

BUFORD, Curtis D.
Vice President, Operations and Maintenance Department
Association of American Railroads

BURKS, Lloyd W.
Assistant Director of Labor Relations
Chesapeake and Ohio Railway Co.

CRUMP, Norris R.
Chairman and President
Canadian Pacific Railway Co.

DAVIS, J. L.
Assistant Director of Personnel
Louisville and Nashville Railroad Co.

DELLACANONICA, O. G.
Chief Engineer, International Operations
Alco Products Co.

DILWORTH, T. B.
Chief Engineer, Electro-Motive Division
General Motors Corp.

EGBERS, Alvin E.
Assistant to Vice-President-Operations (Labor Relations)
Chicago, Burlington & Quincy Railroad Co.

EMERSON, Robert A.
Vice-President
Canadian Pacific Railway Co.

GONDER, Douglas V.
Vice-President
Canadian National Railway Co.

GOULD, B. Ralph
Vice President and General Manager
Union Railroad Co.

GREER, Hugh E.
Secretary of the Committee on Labor Relations
Association of Western Railways

GRIMES, Robert L.
Trainmaster
Louisville and Nashville Railroad

HALLMAN, Ernest H.
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